



Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

Request for Proposal Shelby County Government Purchasing Department

**160 N. Main, Suite 900
Memphis, TN 38103**

Issued: July 16, 2014

Due: August 8, 2014 @ 4:00 p.m. (Central Standard Time)

RFP #14-006-65

BOILER AND MACHINERY/EQUIPMENT BREAKDOWN INSURANCE

Shelby County Government is soliciting proposals for the provision of professional services to provide, "Boiler and Machinery /Equipment Breakdown Insurance" for Shelby County Government. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department," "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Respondents requesting additional information or clarification are to contact, Nelson Fowler at nelson.fowler@shelbycountyttn.gov.

Proposals must be received in the office of the Administrator of Purchasing **no later than 4:00 p.m., Friday, August 8, 2014**. Proposals should be addressed to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main, Suite 900
Memphis, TN 38103**

The package containing the original (clearly identified as original) and three (3) copies and one (1) digital CD of your proposal must be sealed and marked with the Proposers name and **CONFIDENTIAL, "BOILER AND MACHINERY/EQUIPMENT BREAKDOWN INSURANCE, RFP #14-006-65"** noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Purchasing Department Shelby County Government

cc: Louise Horton

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Note: Please make sure you pay close attention to Sections: I-V, IX & X. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

I. INTRODUCTION

The Shelby County Government Department of Finance (the “County”), is seeking proposals from interested and qualified firms to provide Boiler and Machinery/Equipment Breakdown Insurance (“Insurance”) for Shelby County Government. This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected to provide the Insurance outlined in this RFP. Coverage will be effective for a term of one (1) year beginning September 1, 2014, and renewable for three (3) additional one year terms. In this RFP, the terms Proposer, Provider, Insurer and any participating Insurance Agent or Broker are used interchangeably unless the context indicates otherwise. All specifications, described herein, shall be considered **minimum** requirements which shall be met by the Proposers. To be considered, the Proposer must provide a proposal for the coverage as specified in this RFP. If you have other coverage or options to propose they may be submitted on a separate sheet within your proposal packet.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have sufficient staff experienced in handling commercial property insurance policies and claims, particularly for governmental entities.
2. Have at least three (3) years experience in the provision of Boiler and Machinery/Equipment Breakdown insurance programs for insureds with multiple locations.
3. Must provide all necessary jurisdictional inspections.
4. Have all appropriate licenses and certifications required in the State of Tennessee to provide the Insurance requested.
5. The broker or agent for the insurer must complete the attached Forms 1, 2, and 3 included in this RFP. If the insurer is a direct writer, an authorized representative from that company must complete Forms 1, 2, and 3.
6. Insurer(s) must be rated at least A-: IX in the latest edition of the Best’s Key Rating Guide.
7. Include a specimen copy of the proposed policy and forms applicable.
8. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to bid opening.
9. Adhere to all Title VI requirements and provide proof/documentation if necessary.

III. CORRESPONDENCE

All administrative correspondence, including proposals, and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main St., Suite 900
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT ORAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, August 1, 2014 at 12:00 p.m. (CST).***

These guidelines for communication have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within forty eight hours.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and "Equal Opportunity Compliance" certification number prior to bid opening.

Vendor Number (Purchasing Department)

At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. ***(Applications for a vendor number are accepted online only.)***

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

You may respond to this solicitation if you have at least applied for an EOC number. Because of the length of time required to receive an EOC number, vendors who submit applications prior to 4:00 pm, Friday, August 8, 2014 bid will be accepted pending EOC approval.

If you have any questions regarding the application, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901)222-1100.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than 4:00 pm on Friday, August 8, 2014. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Wednesday, July 16, 2014
Proposal Due Date	Friday, August 8, 2014
Notification of Award	August 2014
Services to Commence	Monday, September 1, 2014

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies.

This RFP does not commit the County to purchase Insurance. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications.

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this RFP and must provide the minimum required coverage per the specifications. You may provide alternative proposals but to be considered you are required to provide a proposal responsive to the specifications. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs.

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority.

The final authority to purchase Insurance rests solely with the Shelby County Government.

F. Proposal Validity.

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date.

G. LOSB

The County encourages the utilization of locally owned small businesses as a source of subcontract work. The County notifies all Proposers that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of Title VI of the Civil Rights Act of 1964, as amended.

H. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing

Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

VII. GENERAL REQUIREMENTS

A. General Information

- The current carrier is Continental Casualty Company. The policy term is 09/01/2013-09/01/2014. The expiring annual premium is \$30,550.00. The proposed policy term is 09/01/2014-09/01/2015 with an option to renew for three additional one year terms.
- Specifications of coverage and minimum limits required are set forth in Attachment 1 to this RFP.
- See Attachment 2 - Statement of Values
- Attachment 3 - Loss Runs
- Attachment 4 - Acceptability of surplus lines insurance.
- Attachment 5 - Forms 1, 2 and 3 to be completed and returned with your proposal.
- Attachment 6 - Gratuity Form – to be completed and included in proposal packet
- Attachment 7 - Current Policy

B. Scope of Services

The County wishes to purchase Insurance from the best qualified Provider selected through a competitive process that will work well with the County in providing Insurance coverage in a manner that is cost-effective and practical. The Provider must be prepared to begin immediately upon receipt of Notice to Proceed.

C. Purpose

The purpose of this RFP is for the acquisition of Boiler and Machinery/Equipment Breakdown insurance for Shelby County Government properties.

D. Special Terms and Conditions

The following special terms and conditions shall be applicable to the Proposer or the insurance coverage:

- The County will not accept 'market blocking' by agents or brokers in the proposal process. Firms that engage in 'market blocking' are deemed to be acting detrimentally to the interests of the County and may be prohibited from providing insurance or related services to the County in the future. Each Proposer must complete the certification attached Form #2 of this RFP.
- Total premiums for the specified coverage must be indicated on Form #3. This form is also to include information regarding all income, commissions or fees for this policy and any contingency commissions or fees related to this policy.
- Premium is to be agency bill. Premium financing or installment options are not required. Premium will be prepaid for the annual term.
- Allocation of the premium by location/department will be required. Details will be provided upon award.
- Policy renewal – Insurer shall agree to advise the County a minimum of 60 days prior to the policy's renewal date of its intentions regarding renewal, and provide the rate/premium and coverage changes, if any, for the ensuing policy term.
- Policy must provide a minimum of sixty (60) days written notice of cancellation or non-renewal by the company except for non-payment, in which event the notice period shall be ten (10) days.
- The insurance requested in this RFP is to be placed with one insurance company.
- Loss, if any, will be adjusted with and payable to the County of Shelby, Tennessee, or as may be directed by the County of Shelby, Tennessee.

E. Reservation of Rights

The County reserves the right for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

F. Selection of Proposer/Provider

Proposers are advised that the lowest cost proposal will not necessarily be selected to provide Insurance, as the selection will be based upon qualification criteria as determined by the County and the County Mayor.

VIII. Other Requirements

By submission of a response to this RFP the Proposer hereby agrees to the following:

A. General Requirements

1. **Control.** All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. **Provider's Personnel.** The Provider certifies that it presently has adequate qualified personnel to perform all proposed Services. All services will be supervised by the Provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this RFP.

3. **Independent Status.** (a) Nothing in this RFP shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent contractor over the details and means for performing its obligations to provide the Services. Anything in this RFP which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this RFP or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider will follow the desires of the County only as to the intended results of the scope of this RFP.

(b) It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for Services performed (not wages) and that invoices submitted to the County by the Provider for Services performed shall be on the Provider's letterhead.

4. **Termination Or Abandonment.** (a) It shall be cause for the immediate termination for the provision of the Services if the County determines that either

- (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

- (ii) Provider subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this RFP without the County's consent or approval.
 - (iii) the Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Provider assets.
- (b) The County may terminate the Services upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the Services specified under this Contract.
- (c) The Services may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- (d) All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for Services rendered.
- (e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Services by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. **Assignment Or Transfer.** Any assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either Provider or the County is prohibited unless by written consent of the other party. No assignment, delegation or transfer shall relieve the Provider from performance of its duties. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or subcontractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. **Conflict Of Interest.** The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the cost of the Services shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Provider in connection with any work contemplated or performed relative to this Contract.

7. **Covenant Against Contingent Fees.** The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this RFP, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee,

commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of this RFP. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. **Employment Of County Workers.** (a) The Consultant will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from Consultant for a period of one year from employment separation from County if during the period of employment with County the employee or official had any direct or indirect involvement with Consultant's services or operations provided to County.

9. **Arbitration.** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/hers duly authorized representative, whose decision regarding same will be final.

10. **General Compliance With Laws.** (a) If required, the Provider certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

(c) The award of the RFP will be interpreted in accordance with the laws of the State of Tennessee. The Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of the Services will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. **Nondiscrimination.** The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the Services required by this RFP or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. **Matters To Be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this RFP are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of the Services.

13. **Subject To Funding.** The Services are subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for the Services are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then the Services will be terminated. In the event of such termination, the Proposer/Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

14. **Travel Expenses.** All travel expenses shall be assumed by the Provider and shall not be billed to the County.

15. **Incorporation Of Other Documents.** (a) The Provider shall provide Services pursuant to the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

16. **Small And Minority Firms And Women's Business Enterprise.** The Provider shall take affirmative action to assure that Small and Minority Businesses are utilized when possible as sources of supplies, equipment, construction and services and will in addition take similar appropriate affirmative action in support of Women's Business Enterprises.

17. **No Waiver Of Proprietary Interest.** Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, the Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by the Provider due to Services performed pursuant to this RFP is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

18. **Organization Status And Authority.** (a) The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of the Services by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other Provider of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

19. **Warranty.** The Provider warrants to the County that the Services shall be performed

in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County.

20. Indemnification and Insurance Requirements.

1. **Responsibilities For Claims And Liabilities.** (a) The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Agreement or in the performance of the duties hereunder, whether performed by the Provider, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of the proposed Services.

(b) The Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this agreement against the Provider as a result of or relating to obligations under the provision of the proposed Services..

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under the proposed Services.

(e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its subcontractors regarding any matter resulting from or relating to the Provider's obligations under the Services provided by the RFP and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. **Insurance Requirements.** The Provider will provide evidence of the following insurance coverage:

(a) Professional Liability coverage with minimum limit of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate. Insurer to be rated A- or better by A. M. Best & Co.

(b) Commercial General Liability - Minimum limit of \$1,000,000.00 per occurrence single limit for bodily injury and property damage.

(c) Worker's Compensation – Provider will provide Worker's Compensation Coverage for all its eligible employees in accordance with the laws of the State of Tennessee.

In event of cancellation of any required coverage, Provider will immediately notify Shelby County and provide evidence of replacement coverage with no lapse.

21. Right to Monitor and Audit.

Access To Records. During all phases of the work and Services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, Accounting records, and other evidence pertaining to the fee paid under the Services provided by the RFP and make such materials available at their offices at all reasonable times during the period of the Services and for three (3) years from the date of payment for the Services for inspection by the County or by any other governmental entity or Provider participating in the funding of the Services, or any authorized agents thereof; copies of said records to be furnished if requested.

IX PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received by no later than 4:00 pm on Friday, August 8, 2014 at Shelby County Government, Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. An original, three (3) copies and one (1) digital CD of the written proposal are required.
2. Each proposal should contain a copy of the most recent annual report, audit or other financial data that reflects the solvency of the insurance company.
3. The package containing the original and copies must be sealed and marked with the Proposer's name and **"SHELBY COUNTY GOVERNMENT BOILER AND MACHINERY/EQUIPMENT BREAKDOWN INSURANCE, RFP # 14-006-65"**.
4. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
5. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of proposers in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Provider's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Cover Page – Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:

a. A statement that the proposal is being submitted in response to the Request for Proposal – **SHELBY COUNTY GOVERNMENT BOILER AND MACHINERY/EQUIPMENT BREAKDOWN IINSURANCE – RFP # 14-006-65.**

b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with the County on behalf of the organization/firm.

c. A statement certifying that:

(i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;

(ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;

- (iii)all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv)the offer made in the proposal is firm and binding for 90 days after due date of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the initial term if this proposal is selected.

2. Cost and Fees

- a. Provide the premiums, commissions and fees for Insurance on the attached Form #3 of this RFP.
- b. Explain any assumptions or constraints in a price proposal for Insurance.
- c. Explain any additional charges or fees in the proposal not listed in Form #3. Provide separate sheet for optional proposals. To be considered you must have a proposal for coverage exactly as required in the RFP specifications.

3. Experience and Services

- a. Management Summary – Provide a cover letter indicating the underlying philosophy of your firm in providing Insurance for public entities. Provide information documenting your firm’s qualifications to produce service and coverage in the event of a claim including outcomes, ability, capacity, skill, financial strength and number of years’ experience in providing the said coverage. Agents/Brokers shall identify those individuals in their firm who will be servicing this account, beginning with the primary contact agent, office and claims personnel, etc., providing a brief description of their duties, experience, certifications and education, their role in this endeavor, as well as a brief history of the agency/firm, and the insurance carriers that the firm regularly conducts commercial business with. In addition, the agent/broker may list or include any other relative qualifications that they feel sets them apart from others.
- b. Describe specifically the Loss Control and Engineering services and jurisdictional inspections that will be provided by the insurance company (e.g. qualifications of personnel, frequency of visits, etc.) Will the inspection reports include provision of estimated cost of compliance with each recommendation?
- c. Describe the Jurisdictional inspections as required for the boiler and machinery equipment.
- d. Where is the insurance company’s claim office located? Are claims handled by the company personnel or independent adjusters? Describe the insurance company’s process in the event of a claim. Describe the broker/agent’s capabilities in the area of facilitating satisfactory claims resolution.
- e. Complete the Broker/Agent Questionnaire, Form #1.

- f. Customer Listing – Provide a listing of two clients similar in size and scope for the past three years for similar coverage.
- g. Conditions – Complete and include Form #2, Certification Form.
- h. Complete Form #3 – Attach additional pages as necessary. If you are presenting alternative proposals indicate that these documents are alternative proposals. Indicate any exceptions to the general terms and conditions of the RFP and any other requirements listed in the RFP. Describe in detail the insurance coverage and services proposed. Include specimen policies, forms and endorsements or manuscript forms proposed.
- i. Be sure to include the completed Gratuity Form.

X. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review—All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP. Forms 1, 2, and 3 must be completed.
- b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review—Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Understanding of the coverage and services required by the County.
- b. Quality and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for satisfactory coverage and services in the event of a claim.
- d. Experience in successfully handling claims for similarly situated entities with similar coverage.
- e. References.
- f. Background and related experience of the specific individuals to be assigned to this account.
- g. All inclusive Loss Control and Engineering services.
- h. Proposed cost and compensation.

B. Proposal Award

The proposal award will be based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP. Evaluations will not

rely solely on price, but will also consider adherence to specifications, term of coverage, coverage provided, as well as brokerage, loss control and other services provided. In addition, the specific experience, qualifications and references included in the proposals may also be considered in the final analysis to determine the proposal that, in the County's opinion, best meets its needs.

The County reserves the right to negotiate any portion of the successful Proposer's premiums, rates and/or fees and scope of Services.